



Nebraska VR Service Agreement

6-10

Service Provider Business or Individual Name	FTIN/SSN	
Address	Telephone	
City	State	ZIP

Effective Dates. This agreement begins _____ and ends _____. The term may not exceed three (3) years, with review annually. At the end of this agreement a new agreement must be signed to continue service provision.

Does the service provider employ persons who directly provide these services to persons with disabilities? ☐ Yes ☐ No

Does the individual named, the business owner(s) or business principles directly provide these services to persons with disabilities?* ☐ Yes ☐ No

Mileage will be paid at the current NDE vendor mileage rate for travel from the provider's primary work location to the service delivery site in excess of 25 miles round trip. ☐ Yes ☐ No

Scope of Services. This agreement is for the provision of the vocational rehabilitation service(s) listed below at the stated fee(s).

Service	Fee/Unit	Service	Fee/Unit
<input type="checkbox"/> Job coaching *		<input type="checkbox"/> Benefits analysis	
<input type="checkbox"/> Job coaching/Placement*		<input type="checkbox"/> Benefits planning	
<input type="checkbox"/> Job coaching/Interpreting*		<input type="checkbox"/> Rehab technology - Rehab engineering	
<input type="checkbox"/> Job readiness training		<input type="checkbox"/> Individual supported employment* <input type="checkbox"/> CSP Provider	See attached Milestone Payment Schedule
<input type="checkbox"/> Self employment consultation *		<input type="checkbox"/> Crew/Enclave supported employment*	
<input type="checkbox"/> Small business technical assistance*		<input type="checkbox"/> Independent living training *	
<input type="checkbox"/> Interpreter – Foreign Language		<input type="checkbox"/> Other:	
<input type="checkbox"/> Interpreter – Hearing Impaired (Indicate NAD, NIC, QAST, or RID certification level. Attach copy of certificate and license.)			
<input type="checkbox"/> TQAST _____ <input type="checkbox"/> IQAST _____	<input type="checkbox"/> NAD III <input type="checkbox"/> NAD IV <input type="checkbox"/> NAD V		
RID: <input type="checkbox"/> CI <input type="checkbox"/> CT <input type="checkbox"/> CI/CT <input type="checkbox"/> CSC <input type="checkbox"/> CDI <input type="checkbox"/> IC/TC <input type="checkbox"/> IC <input type="checkbox"/> TC		<input type="checkbox"/> NIC <input type="checkbox"/> NIC Advanced <input type="checkbox"/> NIC Master	

* Background screening requirement applies. See Background Screening Requirement in Terms, Conditions, and Assurances for details.

Terms, Conditions, and Assurances

Conflict of Interest: A conflict of interest exists when financial or other personal considerations may compromise, or have the appearance of compromising the provider's professional judgment working with consumers under their service agreement. Service providers shall not have any interest, financial or otherwise, or engage in any business transaction or professional activity which creates a conflict of interest, such as –

1. Assisting or encouraging consumers in an endeavor that directly benefits the provider, the provider's family or a business with which the provider is associated.**
2. Having a financial interest in the consumer's business or employment arrangement.**
3. Using consumers to conduct business or services that results in profit to the provider.
4. Providing financial or personal assistance to consumers beyond that which the provider has agreed to provide under the service agreement.**
5. Using information gathered under the agreement for personal financial gain..
6. Recommending purchases to consumers or employees of the Department of Education from companies in which the provider or the provider's family has any financial interest.
7. Using their position to secure personal or business privileges or favors from consumers or employees of the Department of Education.
8. Offering or giving to consumers or employees of the Department of Education anything of value, including a gift, loan, contribution, or reward.
9. Soliciting or accepting from consumers or employees of the Department of Education anything of value, including a gift, loan, contribution, or reward.

Information exchange and confidentiality. Both parties will exchange information needed to plan, coordinate, and evaluate services to an individual. Both parties will keep this information confidential, and will further release it only with the informed written consent of the person.

Renegotiation. The terms of this agreement may be renegotiated if both parties agree.

General responsibilities of service provider. The provider assures compliance with these general requirements in providing services to persons with disabilities:

1. The provider will provide directly the agreed on services, and will not contract out to another entity to provide them.**
2. For CSP service providers, the agreement will be with the sole or primary provider of service and all payment for services made to the primary provider. If multiple providers are used, the primary provider will be responsible for payment to any of those providers.
3. Any facility in which services are provided will be accessible to persons receiving services and will comply with the requirements of the Architectural Barriers Act of 1968, the Uniform Accessibility Standards and their implementing regulations in 41 CFR Part 101, Subpart 101-19.6, the Americans with Disabilities Act of 1990, and sections 504 and 508 of the Rehabilitation Act.
4. The provider will take affirmative action to employ and advance in employment qualified persons with disabilities.
5. Personnel employed to provide the services in this agreement will be qualified, in accordance with any applicable national or State-approved or recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements), that apply to the profession or discipline in which that category of personnel is providing vocational rehabilitation services.
6. The provider will include among its personnel, or obtain the services of, persons able to communicate in the native languages of persons served who have limited English speaking ability; and ensure use of appropriate modes of communication for all persons served.
7. The provider assures that all personnel engaged in direct service provision will adhere to generally accepted community and employer standards for dress, grooming, and hygiene, assume responsibility, maintain a schedule appropriate to the needs of the person being served, and adapt to new or changing circumstances.
8. The provider will tell VR within three (3) working days of the date of any arrest for a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult, of a staff member engaged in direct service provision.
9. The provider will give VR information needed to enable persons with disabilities to make informed choices about the services provided. At a minimum, this must include information relating to: accessibility of services; duration of services; consumer satisfaction with services; the qualifications of service providers; and the degree to which services are provided in settings in which persons being served have regular contact with persons who do not have disabilities.

Terms, Conditions, and Assurances (con't)

10. The provider will not discriminate against any person with a disability because of race, age, color, sex, national origin, religion, or type of disability, and will provide reasonable accommodations if needed to permit the person to fully participate in, and benefit from, the service.
 11. The provider will not provide services under this agreement to relatives, friends, or others with whom there is a relationship that may have the *potential to influence* objectivity.**
 12. The provider will get prior approval from VR before making any change in the goals, objectives, or services provided to the person.
 13. The provider will report promptly all changes in the person's personal, family, or financial situation to VR.
 14. The provider will inform all persons with disabilities served of their right to assistance from the Client Assistance Program, and will inform the Client Assistance Program of any individual problem, complaint, or grievance which is not satisfactorily resolved at the lowest level of the provider's grievance procedure.
 15. The provider will provide service only as authorized in advance by VR, and only in the amounts authorized.
 16. The provider will not provide service on time paid for by other public funds.
 17. The provider will bill VR only for authorized services that have been provided. Bills or invoices must identify the person served and the dates, amounts, and types of each service provided during the billing period.
 18. The provider will have adequate and appropriate policies and procedures to prevent fraud, waste, and abuse.
 19. The provider will provide Nebraska VR, the Nebraska Department of Education, the Auditor of Public Accounts, the U.S. Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives access to individual service records, reports, and fiscal records for purposes of quality assurance, fiscal audit, or program evaluation.
- General qualifications for providers of direct services to individuals.** The service provider assures that all persons engaged in direct service provision will meet these general qualifications:
1. Have training and experience related to the service(s) to be provided; the necessary skills to provide the service(s); and the ability to adapt his or her activities to the unique needs of persons with disabilities.
 3. Have the mental and physical capacity to provide the service(s), and not have an infectious and communicable disease that may pose a direct threat to the health or safety of anyone served.
 4. Have any applicable state or local licenses, certifications, registrations, or permits related to the service(s) to be provided.
 5. Be at least 19 years old.
 6. Not be presently debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation by any Federal agency.
7. Never have been convicted of a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult.
- Background screening requirement.** This requirement applies if this agreement includes job coaching, individual supported employment, crew supported employment, job coaching/placement, self employment consultation, small business technical assistance, and/or independent living training.
1. If this agreement is with an individual, or the service provider's owner(s) or business principles will provide these direct services, VR will conduct a background screen, which will take approximately 2 weeks, and include checks of State Patrol criminal records, Nebraska Sex Offender Registry, HHS Adult and Child Protective Services Central Registries, and DMV driving records (if the provider will transport consumers). No services can be provided until the provider passes the background screen unless an exception request is approved.
 2. If this agreement is with a service provider employing individuals who will provide direct services, the authorized representative's signature on this agreement gives written assurance that the persons the service provider employs to provide these direct services have not been convicted of a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult.
 3. If the agreement is with a CSP service provider, VR will accept the HHS background check. Confirmation of the HHS background check must be documented.
- Service provider violation.** If the service provider violates any provisions of this agreement VR, at its option, may terminate the agreement immediately. If there are any damages resulting from the violation, legal remedies may be pursued to recover the damages.
- VR responsibilities.** Under this agreement, VR will—
1. Determine the nature, scope, and extent of the services needed by each person to be served.
 2. Authorize service(s) for the person to be served in advance and send an authorization form to the provider.
 3. Notify the provider if the authorized service(s) is/are to be terminated or changed before the end of the authorization period.
 4. Honor claims and make payments for services authorized and provided in accord with this Agreement.

Termination. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. This notice requirement may be waived by VR and the agreement terminated immediately in cases of felony, fraud, false claims, crimes of neglect and abuse, illness, death, injury, or fire.

** These assurances do not apply to Community Support Program (CSP) providers.

VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES

The service provider is required and hereby agrees by the providers signature below that, as a pre-condition for performance under this service agreement and for payment for services, the provider will use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Service Provider is an individual or sole proprietorship, by their dated signature below, attests that he/she: **(CHECK ONE)**

_____ Is a citizen of the United States — **OR** —

_____ Is a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____. I agree to provide a copy of the US Citizenship and Immigration Services documentation to verify my lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this agreement to be effective and no work under this agreement is to begin, nor will VR issue the provider any payment until the documentation is provided to VR.

If Service Provider is not an individual or sole proprietorship, sign and date below.

As a pre-condition of performance and payment under this agreement, the service provider understands and agrees that lawful presence in the United States is required and the service provider may be disqualified or the agreement terminated if such lawful presence cannot be verified.

I certify the service provider will comply with the terms, conditions, and assurances.		I approve this agreement.	
_____ Printed name of service provider		_____ Printed name of agency representative	
_____ Signature	_____ Date	_____ Signature	_____ Date